

# PROJECT AGREEMENT FOR HEALTH AND HOSPITALS FUND – 2010 REGIONAL PRIORITY ROUND HEALTH SERVICE REDEVELOPMENT PROJECTS IN MOUNT GAMBIER AND PORT LINCOLN

Council of  
Australian  
Governments

An agreement between

the Commonwealth of Australia and

the State of South Australia

The output of this project will be the redevelopment of the health services in Mount Gambier and Port Lincoln.

# Project Agreement for Health and Hospitals Fund – 2010 Regional Priority Round Health Service Redevelopment Projects in Mount Gambier and Port Lincoln

## INTERGOVERNMENTAL AGREEMENT ON FEDERAL FINANCIAL RELATIONS

### PRELIMINARIES

1. This Project Agreement (the Agreement) is created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations and should be read in conjunction with that Agreement and its Schedules, which provide information in relation to performance reporting and payment arrangements.
2. The objectives of the Health and Hospitals Fund, whilst not replacing state and territory effort, are to invest in major health infrastructure programs that will make significant progress towards achieving the Commonwealth's health reform targets, and make strategic investments in the health system that will underpin major improvements in efficiency, access or outcomes of health care.
3. The Commonwealth contribution is conditional on the achievement of outputs and milestones by South Australia, which will be assessed by the Commonwealth through the provision of a Project Plan by South Australia and standard quarterly project status reports as outlined in Part 4.
4. This Agreement will support the delivery of the Health and Hospitals Fund – 2010 Regional Priority Round Projects in Mount Gambier and Port Lincoln as follows:
  - (a) redevelopment of the Mount Gambier Health Service into the core country health service for the South East of South Australia
  - (b) redevelopment of the Port Lincoln Health Service into the core country health service for the Eyre Peninsula of South Australia.
5. This Agreement constitutes the entire agreement for this project.

## PART 1 – FORMALITIES

### Parties to this Agreement

6. This Agreement is between the Commonwealth of Australia (the Commonwealth) represented by the Minister for Health, and South Australia represented by the South Australian Minister with portfolio responsibility for health.

### Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and South Australia sign the Agreement and will expire on completion of the project as outlined in the Project Plan, including the acceptance of final performance reporting and processing of final payments against milestones, unless terminated earlier or extended as agreed in writing by the Parties.
8. The Project Plan to be developed by senior South Australian officials and agreed by senior Commonwealth officials, is expected to be a flexible document that may be varied over time to accommodate changed circumstances. However, variations to the Project Plan that directly affect payment milestones and their achievement are subject to written agreement between the Ministers.

## PART 2 – PROJECT OUTPUTS

### Outputs

9. The outputs of this Agreement, as described in the Regional Priority Round of the Health and Hospitals Fund project applications dated 30 November 2010, and in the Project Plan will be:
  - (a) Mount Gambier Health Service Redevelopment

The expansion and refurbishment of existing facilities, specifically:

    - i. construction of new extension and refurbishment of existing facilities to expand acute care services including mental health, palliative care, rehabilitation, geriatric evaluation and management, general medical services, essential compliance and upgrading of site infrastructure;
    - ii. expansion of the accident and emergency department;
    - iii. expansion of the specialist consulting, doctors' offices and medical records department;
    - iv. new community health offices;
    - v. relocation of the day centre; and
    - vi. an expansion of the dental clinic from 6 to 10 chairs.

(b) Port Lincoln Health Service Redevelopment

The construction of new and refurbishment of the facility, specifically:

- i. two operating theatres and day procedure unit through a mix of new construction and refurbishment;
- ii. redevelopment of the acute care facility to include mental health, palliative care, rehabilitation, Geriatric Evaluation Management and general medical services (20 single rooms with ensuites); and
- iii. an integrated Primary Health Care facility co-located on site with the acute care facility and incorporating community and allied health services, a public dental clinic (an increase from four to seven dental chairs ) and a 30 bay car park.

## PART 3 – ROLES AND RESPONSIBILITIES

### Role of the Commonwealth

10. The Commonwealth will be responsible for:

- (a) monitoring and assessing achievement against payment milestones in the delivery of the Health and Hospitals Fund – 2010 Regional Priority Round Projects to redevelop the health services in Mount Gambier and Port Lincoln under this Agreement and in accordance with the project milestones specified in the Project Plan to ensure that outputs are delivered within the agreed timeframe;
- (b) providing a consequent financial contribution to South Australia to support the implementation of this Agreement;
- (c) in accordance with the *Building and Construction Industry Improvement Act 2005*, ensuring that financial contributions to a building project or projects as defined under the Building and Construction Industry (Accreditation Scheme) Regulations 2005, are only made where a builder or builders accredited under the Australian Government Building and Construction Occupational Health and Safety Accreditation Scheme is contracted; and
- (d) ensuring that compliance with the National Code of Practice for the Construction Industry and the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry is a condition of Australian Government funding.

### Role of South Australia

11. South Australia will be responsible for

- (a) developing and providing to the Commonwealth a Project Plan that would typically include details on scope, project schedule, budget, project stakeholders, governance arrangements, communication plan, high level design plans and a risk management plan;
- (b) all aspects of delivering on the project outputs set out in the Project Plan and in this Agreement;

- (c) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments;
  - (d) ensuring that only a builder or builders accredited under the Australian Government Building and Construction Occupational Health and Safety Accreditation Scheme is contracted, and providing the necessary assurances to the Commonwealth; and
  - (e) ensuring that compliance with the National Code of Practice for the Construction Industry and the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry, is made a condition of tender for all contractors and subcontractors who tender for the work, and providing the necessary assurances to the Commonwealth.
12. South Australia will also be responsible for ensuring that, for the purposes of the practical completion of a milestone, projects will:
- (a) be complete and free from defects or omissions, except for defects or omissions that are minor in nature, that South Australia cannot reasonably fix, or by fixing, will significantly inconvenience users of the works;
  - (b) not cause any legal or physical impediment to the use and occupation of the property and the works for the designated use; and
  - (c) be fit for use for the designated use.

## Shared roles

13. Both Parties will meet the requirements of Schedule E, Clause 26 of the Intergovernmental Agreement on Federal Financial Relations, by ensuring that prior agreement is reached on the nature and content of any events, announcements, promotional material or publicity relating to activities under this Agreement, and that the roles of both Parties will be acknowledged and recognised appropriately.

## PART 4 – PAYMENT MILESTONES, REPORTING AND PAYMENTS

14. The following table summarises the milestones for the project, their relationship to the outputs, expected completion dates, relevant reporting dates and expected payments to be made, once a report certifying that milestones have been met is received and accepted. Detailed project milestones are included in the Project Plan.

Table 1: Payment milestones, reporting and payment summary

Output	Milestone(s) <sup>1</sup>	Date due	Relevant Report due	Payment \$million
Redevelopment of Health Service in Mount Gambier	Acceptance by the Commonwealth of the Project Plan	31/5/2012	31/5/2012	\$5.3m
	Commence construction	31/8/2012	10/10/2012	\$5.3m
	Relocation of the day centre complete	10/4/2013	10/4/2013	\$2.6m
	Expansion of the accident and emergency department complete			
	Construction of specialist consulting, doctors offices and medical records department complete; and construction of community health offices complete	31/12/2013	10/1/2014	\$2.6m
	Expansion of the dental clinic from 6 to 10 chairs complete	30/3/2014	10/4/2014	\$1.3m
	Extension and refurbishment of existing facilities complete	31/10/2014	10/1/2015	\$2.9m
Practical completion of the project and acceptance by the Commonwealth of the final Project Report <sup>2</sup>	Within 90 days of the practical completion of the final element of the project as specified in the Project Plan		10/1/2015	\$6.7m

Redevelopment of Health Service in Port Lincoln	Acceptance by the Commonwealth of the Project Plan	31/5/2012	31/5/2012	\$7.8m
	Commence construction	31/8/2012	10/10/2012	\$7.8m
	Ground floor of primary health care facility and acute care facility complete	15/10/2012	10/1/2013	\$2.9m
	Ground floor of operating theatres complete Base building complete – primary health care facility and acute care facility	28/2/2013	10/4/2013	\$4.9m
	Fitout, finishes and fittings complete – primary health care facility and acute care facility	1/7/2013	10/7/2013	\$2.0m
	Base building complete – theatres	31/3/2014	10/4/2014	\$2.0m
	Fitout, finishes and fittings complete – theatres	1/7/2014	10/10/2014	\$2.0m
	Practical completion of the project and acceptance by the Commonwealth of the final Project Report <sup>2</sup>	Within 90 days of the practical completion of the final element of the project as specified in the Project Plan	10/1/2015	\$9.8m

<sup>1</sup> Where payment milestones do not align with quarterly reports, the Commonwealth may request additional information from South Australia to demonstrate that the milestone has been satisfactorily met. <sup>2</sup> The final payment is subject to the Commonwealth's acceptance of the final report that demonstrates that all milestones have been met in accordance with the Project Plan and all reporting arrangements have been met.

## Milestone Reporting arrangements

15. South Australia will provide milestone reports to the Commonwealth to demonstrate its achievement of performance milestones as set out in Table 1.
16. Each milestone report is to contain the following information:
  - (a) a description of actual performance of South Australia in the period to date against the project milestones;

- (b) details of any matter(s) that have arisen which could adversely impact on the delivery of the output, and how South Australia propose to resolve this/these matter(s); and
- (c) promotional activities undertaken in relation to, and media coverage of, the project during the reporting period and any promotional opportunities expected to arise during the next reporting period.

## Quarterly Reporting arrangements

- 17. In addition to reporting against the milestones, South Australia will provide the Commonwealth with standard quarterly project status reports with reference to the project outputs (Part 2), milestones (Part 4, Table 1) and Project Plan, due by the 10<sup>th</sup> business day in January, April, July and October each year.
- 18. Quarterly project status reports will follow the template at Schedule A.
- 19. These reports are required to be submitted via the Commonwealth Department of Health and Ageing's Health and Hospitals Fund Capital Projects Reporting Online system. All quarterly reports must be certified by an appropriate South Australian delegate as being a true and accurate representation of the progress of the project for the relevant reporting period.

## Final Project Report

- 20. South Australia will also prepare a final Project Report within 90 days of the date of practical completion of the final element of the project as specified in the Project Plan. The final Project Report will be a stand-alone report that can be used for public information and dissemination purposes. The final Project Report will:
  - (a) describe the conduct, benefits and outcomes of the Project(s);
  - (b) evaluate the Project(s) from the responsible Party's perspective, including assessing the extent to which the project milestones have been achieved and why any aspect was not achieved; and
  - (c) include a discussion of any other matters relating to the project, limited to the minimum necessary for the effective assessment of performance, which the Commonwealth notifies South Australia should be included in the final project report at least 60 days before it is due.

## PART 5 – FINANCIAL ARRANGEMENTS

- 21. The Commonwealth will provide a total financial contribution to South Australia of \$65.9m in respect of this Agreement. All payments are GST exclusive.
- 22. The Commonwealth's funding contribution will not be reduced where South Australia secure funding from other activity partners through innovative and collaborative partnerships.



23. The Commonwealth's estimated financial contribution to the operation of this Agreement, including through National Partnership payments to South Australia paid in accordance with *Schedule D – Payment Arrangements* of the Intergovernmental Agreement on Federal Financial Relations, are shown in Table 2.

Table 2: Estimated financial contributions

(\$ million)	2011-12	2012-13	2013-14	2014-15	Total
Total estimated total budget	13.1	23.5	7.9	21.4	65.9
Mount Gambier Health Service Redevelopment	5.3	7.9	3.9	9.6	26.7
Port Lincoln Health Service Redevelopment	7.8	15.6	4.0	11.8	39.2
Total estimated National Partnership Payments	13.1	23.5	7.9	21.4	65.9
Mount Gambier Health Service Redevelopment	5.3	7.9	3.9	9.6	26.7
Port Lincoln Health Service Redevelopment	7.8	15.6	4.0	11.8	39.2
Total Balance of non-Commonwealth contributions	0.0	0.0	0.0	0.0	0.0
Mount Gambier Health Service Redevelopment	0.0	0.0	0.0	0.0	0.0
Port Lincoln Health Service Redevelopment	0.0	0.0	0.0	0.0	0.0

24. Having regard to the agreed estimated costs of projects specified in a Project Agreement, South Australia will not be required to pay a refund to the Commonwealth if the actual cost of the project is less than the agreed estimated cost of the project. Similarly, South Australia bears all risk should the costs of a project exceed the agreed estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for South Australia to deliver projects cost effectively and efficiently.

## PART 6 – GOVERNANCE ARRANGEMENTS

### Enforceability of the Agreement

25. The Parties do not intend any of the provisions of this Agreement to be legally enforceable. However, that does not lessen the Parties' commitment to this Agreement.

### Variation of the Agreement

26. The Agreement may be amended at any time by agreement in writing by both Parties.
27. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all the other Parties in writing.

### Delegations

28. The Commonwealth Minister may delegate the assessment of performance against milestones and the authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

## Dispute resolution

29. Either Party may give notice to the other Party of a dispute under this Agreement.
30. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
31. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers and if necessary, the relevant COAG Council.
32. If a dispute cannot be resolved by the relevant Ministers, it may be referred by a Party to COAG for consideration.

Project Agreement for the Health Service Redevelopment in Mount Gambier and Port Lincoln

The Parties have confirmed their commitment to this agreement as follows:

*Signed for and on behalf of the Commonwealth  
of Australia by*



The Honourable Tanya Plibersek MP  
Minister for Health

20 May 2012

*Signed for and on behalf of the  
State of South Australia by*



The Honourable John Hill MP  
Minister for Health and Ageing

29 May 2012

**Project Status Report:**

Project Status Report

Report Month:

Submission Status:

Submission Date: xx/xx/20xx

Current Forecast Completion Date: xx/xx/20xx

Actual Date of Project Completion: xx/xx/20xx

Current Project Stage:

Key Activity Undertaken Since Previous Report:

Significant achievements in next 3 months:

Progress Status

Schedule: Green/Amber/Red

Cost: Green/Amber/Red

Compliance: Green/Amber/Red

Scope: Green/Amber/Red

Slippage Comments:

Corrective Action Taken:

Risk: Green/Amber/Red

Financial

Original Project Cost: \$xx,000,000.00

Current Project Cost: \$xx,000,000.00

Forecast Final Cost: \$xxx,xxx,xxx.00

Actual Total Cost at Completion: \$0.00

Expenditure of Commonwealth funds

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Budgeted to Date: \$xx,xxx,xxx.00

Actual to Date: \$xx,xxx,xxx.00

Actual to Date as a % of budgeted: xx.00%

Expenditure of co-contributor funds

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Budgeted to Date: \$x,xxx,xxx.00

Actual of Date: \$x,xxx,xxx.00

Actual to Date as a % of budgeted: xx.00%

Milestones

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Name	(%)		Completion Date			Completion Cost (\$)*			
	Compl	Original	Current	Forecast	Actual	Original	Current	Forecast	Actual
Acceptance by the Commonwealth of the Project Plan*	-	xx/xx/2009	xx/xx/2009	-	-	xxx,000	xxx,000	-	-
Commence construction	-	xx/xx/20xx	xx/xx/20x	-	-	xxx,000	xxx,000	-	-
Ground Floor complete	-	xx/xx/20xx	xx/xx/20xx	-	-	xxx,000	xxx,000	-	-
Base building complete	-	xx/xx/20xx	xx/xx/20xx	-	-	xxx,000	xxx,000	-	-
Fit out, finishes and fittings complete	-	xx/xx/20xx	xx/xx/20xx	-	-	xxx,000	xxx,000	-	-
Practical completion of the project and acceptance by the Commonwealth of the final project report									

\* Note: This information is reported by non-government organisations in the Department of Health and Ageing's Health and Hospitals Capital Projects Reporting Online system. Completion of the shaded areas is optional for States and Territories.

Scope

Is the project scope still consistent with the agreed project scope?: Yes/No

Compliance

Is project compliant with all relevant Commonwealth, State and Local government legislation?: Yes/No

Is project compliant with all relevant building codes in your State or Territory?: Yes/No

Is project compliant with all relevant Commonwealth building codes?: Yes/No

Please confirm that your Construction/Procurement includes a requirement for the proponent to comply with any changes in Legislation which may be relevant to the Project: Yes/No

Please confirm that the Project complies with all Commonwealth, State, Territory and/or Local Authority statutory planning and zoning restrictions: Yes/No